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21SL-CC02663 - NINA BROWN V MONARCH INVESTMENT & MANAGEMENT GROUP (E-CASE)

Case File	Parties & Attorneys	Docket Entries	Charges, Judgments & Sentences	Service Information	Filings Due	Scheduled Hearings & Trials	Civil Judgments	Garnishments/Execution
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[Click here to eFile on Case](#)Sort Date Entries: ☒

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Document ID - 21-SMCC-5314; Served To - MONARCH INVESTMENT & MANAGEMENT GROUPS; Server - DUNCAN, GLEN; Served Date - 28-JUN-21; Served Time - 09:01:00; Service Type - Territory 4; Reason Description - Served; Service Text - LC

06/21/2021 ☐ [Judge/Clerk - Note](#)

SERVICE PAPERS DELIVERED TO ST LOUIS COUNTY SHERIFF'S OFFICE.

☐ [Summons Issued-Circuit](#)

Document ID: 21-SMCC-5314, for MONARCH INVESTMENT & MANAGEMENT GROUPS.

06/14/2021 ☐ [Confid Filing Info Sheet Filed](#)☐ [Pet Filed in Circuit Ct](#)☐ [Filing:](#)

SERVICE INSTRUCTIONS

☐ [Judge Assigned](#)

DIV 1

In the
CIRCUIT COURT
of St. Louis County, Missouri



For File Stamp Only

Plaintiff(s)

Nina Brown
vs. *Ashley Ketchum*
Monarch Investment &

Defendant(s)

Management Group

Date

March 26, 2021
21SLCC02463

Case Number

1

Division

FILED

WIP
SW
MAR 26 2021

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

Service Instructions

The Knoll Townhomes (Serve Property Manager)
3582 Pershall Rd
Ferguson, Mo. 63135

FILED

JUN 14 2021

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

SO ORDERED

Judge

ENTERED:

(Date)

Attorney

Bar No.

Address

Phone No.

Attorney

Bar No.

Address

Phone No.

Fax No.

Nina Brown

9969 Lockwood Ln

St. Louis, Mo. 63137

(314) 369-0926

IN THE 21ST CIRCUIT COURT OF THE COUNTY OF SAINT LOUIS
STATE OF MISSOURI

FILED
JUN 14 2021

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

FILED
MAR 26 2021

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

Date: 21SL-CC02663

Case Number

Division

Nina Brown

Printed Name of Plaintiff/Petitioner

9969 Lockiel Ln
Saint Louis, Mo. 63137

VS

Monarch Investment & Management Group
Attention: Ashley Kefauver
3583 Pershalla 63135
Ferguson, Mo. 63135

Defendant/Respondent

Plaintiff seeking compensation due to the Defendant's lack of response regarding ongoing maintenance request to render unit habitable. Plaintiff has endured living as well as working (Plaintiff works remotely) in temperatures exceeding 89 degrees due to the air conditioner not functioning correctly from April 4, 2020 to present. There are foul odors deriving from fecal matter, and raw sewage remains on the lower level floor. This is from sewage backup from previous tenant (Shaun and Jasmine Falls) that the Defendant failed to clean before leasing unit to Plaintiff. In addition, the City of Ferguson Compliant Report confirms this information. There are images from previous tenants that is available.

- Reimbursement consists of out-of-pocket expenses paid by the Plaintiff to clean fecal matter and raw sewage remains in lower level, expense report and receipts are included.
- Reimbursement consists of out-of-pocket expenses for purchasing cooling units/fans to make unit comfortable and livable; higher utility bills due to air conditioner not functioning correctly and all other unexpected out-of-pocket expenses due to the extreme heat and living conditions, expense report and receipts are included.
- Reimbursement consists of out-of-pocket expenses for purchasing rugs to cover all thresholds, an area rug for living area, covering missing tile on floor in family room, expense report and receipts are included.
- Reimbursement consists of out-of-pocket expenses for exterminator fees, deodorizing fees, expense report and receipts are included.
- Pain and suffering consist of Plaintiff and other residing tenants (ages 3 and 1 year old) forced to reside in and/or work in unsafe and uninhabitably living conditions.

- Pain and suffering consist of Plaintiff forced to reside in Defendants unit, where bats come through fireplace due to damages and cracks located inside of fireplace (fluke closed). Plaintiff forced to reside with a large garbage bag taped covering fireplace, to prevent entry way for rodents.

Plaintiff is seeking compensation due to Defendants property manager Tanya McGuire refusal and failure to verify rental history from one or more Rental Verification company. Forcing the Plaintiff to seek a more suitable living accommodation elsewhere in an unrealistic timeframe. This is occurring during the pandemic and placing the Plaintiff in an uncompromising situation of renewing lease agreement with Defendant, and transferring Plaintiff to 3632 Pershall Rd, Ferguson, MO, knowing the unit was uninhabitable.

- Reimbursement consists of application fees Plaintiff paid to potential landlords to have Defendant to refuse and/or fail to verify rental history, voicemail from potential landlord available.
- Pain and suffering consist of the inability to locate desirable housing within 3 weeks, to reside. Pain and suffering Plaintiff experienced seeking housing to accommodate new family size in an inadequate timeframe.
- Reimbursement of lost wages due to Plaintiff utilizing personal time off to seek housing.
- Pain and suffering Plaintiff experience, due to the Defendant's history and lack of replacing and making repairs in a timely manner, if made at all.

Plaintiff is seeking compensation due to the Defendants lack of response to several maintenance repair request, via certified mail, client portal, and or via phone and email. This leaves the only option for the Plaintiff to buy out of the lease agreement in the amount of \$2,000 and/or facing eviction and receiving negative remarks on Plaintiff's credit or to continue to reside in uninhabitable conditions during the pandemic.


- Reimbursement consists of lost wages and vacation time utilized to seek legal counsel, and or self-repairs.
- Reimbursement consists of Consultation fees charged after receiving legal counsel, expense report and receipts are included.
- Reimbursement consists of lost wages and use of vacation time utilized visiting Ferguson City Hall, printing and processing of the first, second and concession letter sent via certified to Defendant, expense report and receipts are included.
- Pain and suffering due to Plaintiff facing being forced to reside in an uninhabitable home, afraid to break lease and not being able to provide a safe environment for family during the pandemic. Plaintiff reaching out to several different avenues to Defendant to get matters resolved only for the defendant to make promises of repairs.

Plaintiff is seeking compensation due to the Defendant's lack of properly caring for and treatment of water damage caused by sewage backup from previous tenant. Defendant willfully painted over mold, to lower lever walls, instead of treatment which caused the Plaintiff and other residing tenants' symptoms and side effects of moderate exposure to mold. Plaintiff suffered migraines, nose bleeds, rashy and itchy skin and itchy eyes. Plaintiff 3 year old grandson suffered random nose bleeds and skin rashes and 1 year old granddaughter, runny nose, itchy skin and rashes.

- Reimbursement consists of out-of-pocket expenses paid by the Plaintiff to The Mold Solution of mold test.
- Reimbursement consists of pain and suffering due to the Defendant stall tactics to repair and replace mold damaged walls on the lower lever cause by the previous tenant's sewage and drain backup.
- Reimbursement consists of (Future) unexpected moving expenses.
- Pain and suffering due to the Defendant's refusal to complete all repairs and concessions promised to Plaintiff causing the Plaintiff to seek housing and other living arrangement in an unrealistic timeframe.
- Pain and suffering consist of mental anguish from Defendant retaliation tactics regarding exceeds and unexplained fees reporting on the client portal that has consistently increased. Defendant stated the fees

are due to renter's insurance, however, verification of renter's insurance has been provided in with a current status of active dated March 23, 2020 through March 23, 2021.

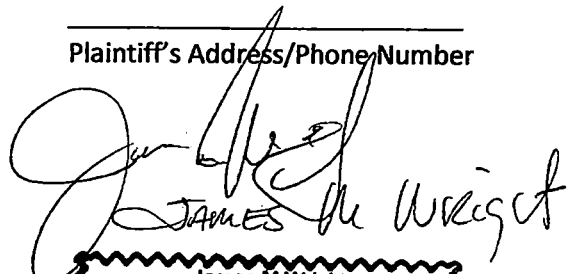
Plaintiff is seeking reimbursement in the amount of \$100,000 for pain and suffering for all residing tenants, all rental reimbursement, all unexpected out of pocket expenses and moving expenses (Rent \$1,270 totaling \$15,240 full lease amount). Moving expenses \$900 to \$1,100, out of pocket expenses \$6,814. Plaintiff is also requesting the return of full deposit in the amount of \$1,300. Plaintiff seeking reimbursement for pain and suffering due to the Defendant's retaliation and bullying tactics, and the ongoing stall tactics to make necessary repairs making unit livable.

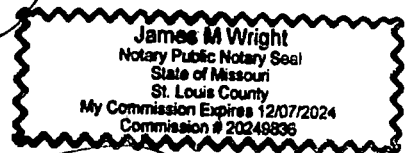


Plaintiff's Notarized Signature

March 26, 2021

Plaintiff's Address/Phone Number





SO ORDERED

Judge

Entered: _____

(Date)



Attorney

Bar No

Me 9 Lockiel Wn

Address

St. Louis, Mo. 63137

Phone No

Fax No

(314) 369-0926

Attorney

Bar No

Address

Phone No

Fax No



IN THE 21ST JUDICIAL CIRCUIT
BUILDING, CLAYTON, MO 63105

ST LOUIS COUNTY COURT

Payor: NINA BROWN
9969 LOCHIEL DR
SAINT LOUIS, MO 63137

Receipt Date: 15-Jun-2021
Receipt Number: 21SL4879925
Date Printed: 15-Jun-2021
Time Printed: 10:01 AM

****RECEIPT****

Case Number: 21SL-CC02663 - NINA BROWN V MONARCH INVESTMENT & MANAGEMENT GROUP

Pet Filed in Circuit Ct	Case Balance Due prior to receipt:	\$141.50
Pet Filed in Circuit Ct	Law Library:	-\$20.00
Pet Filed in Circuit Ct	Dom Viol-Circuit Civil:	-\$2.00
	Circuit Civil Costs w/o SRF:	-\$83.50
	Sheriff Deputy Salary Supp:	-\$10.00
	Sheriff-Civil:	-\$26.00
	Remaining Case Balance Due:	\$0.00

Payment Types Applied to Case(s)	Amount
Check 501:	-\$141.50

Total Payment(s):	\$141.50
Remaining Balance Due for Cases Listed Above:	\$0.00

Receipt Text: PAID BY NINA A. BROWN

Note: Information shown on receipt is current as of date printed.

Case Information for Case(s) Listed Above:

Case Number: 21SL-CC02663 - NINA BROWN V MONARCH INVESTMENT & MANAGEMENT GROUP

Party: BROWN NINA

Party: MONARCH INVESTMENT & MANAGEMENT GROUPS



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: BRIAN H MAY	Case Number: 21SL-CC02663	SHERIFF FEE PAID
Plaintiff/Petitioner: NINA BROWN	Plaintiff's/Petitioner's Attorney/Address NINA BROWN 9969 LOCHIEL DR SAINT LOUIS, MO 63137	
Defendant/Respondent: MONARCH INVESTMENT & MANAGEMENT GROUPS	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Other Miscellaneous Actions		

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: MONARCH INVESTMENT & MANAGEMENT GROUPS

Alias:

ASHLEY KETCHEM
3582 PERSHALL RD
SAINT LOUIS, MO 63135

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

21-JUN-2021

Date

Further Information:

CG

Jean P. Dineen
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 _____

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the “neutral,” who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator’s decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

County Satellite Court Now Open in St. Ann

Hours: Mon-Fri 8:30 a.m. to 5:00 p.m. FREE PARKING

For the convenience of North County residents, a satellite branch of the St. Louis County Circuit Court is now open at the St. Louis County Government Center Northwest at the 715 Northwest Plaza Drive in St. Ann.

Attending Court Hearings Remotely using E-Courts

If you are scheduled to appear in court, you can access the courtroom remotely using the public computer stations (E-courts) in St. Ann and Clayton. These are available for use when courtroom access is restricted due to the pandemic.

Please note: Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.

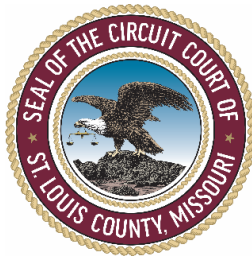
Filing Pleadings/New Petitions

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

Filing Orders of Protection

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

For more information call: 314-615-8029



6-117
6-25 0855 Chty
6-26 Closed

RETURN

Ashley Ketchum
Property Manager

6/24



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: BRIAN H MAY	Case Number: 21SL-CC02663	SHERIFF FEE PAID
Plaintiff/Petitioner: NINA BROWN	Plaintiff's/Petitioner's Attorney/Address NINA BROWN 9969 LOCHIEL DR SAINT LOUIS, MO 63137	
Defendant/Respondent: MONARCH INVESTMENT & MANAGEMENT GROUPS	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	(Date File Stamp)
Nature of Suit: CC Other Miscellaneous Actions		

Summons in Civil Case

The State of Missouri to: MONARCH INVESTMENT & MANAGEMENT GROUPS
Alias: (4) DUNCG

ASHLEY KETCHUM
3582 PERSHALL RD
SAINT LOUIS, MO 63135

COURT SEAL OF ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

21-JUN-2021
Date

Further Information:
CG

Joan M. Gilmer
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.

☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to Ashley Ketchum (name) Property Manager (title)

☐ other

Served at 3582 Pershall Rd (address)
in St. Louis (County/City of St. Louis), MO, on 6-28-21 (date) at 0901 (time).

G. Duncan Printed Name of Sheriff or Server
[Signature] Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ (date)

(Seal) _____ Notary Public

6/24